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White Plains, NY
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September 13, 2023

Via Electronic Case Filing

The Honorable Vincent L. Briccetti
United States District Court
Southern District of New York
United States Courthouse
300 Quarropas Street, Courtroom 630
White Plains, New York 10601

Re: *White Plains Aviation Partners, LLC, d/b/a Million Air White Plains v. The County of Westchester*, Case No. 21 Civ. 5312 (VB)

Dear Judge Briccetti:

Counsel for plaintiff White Plains Aviation Partners, LLC, d/b/a Million Air White Plains (“Million Air”), and counsel for defendant County of Westchester (the “County”), jointly submit this letter pursuant to paragraph 16 of the Court’s Fifth Revised Civil Case Discovery Plan and Scheduling Order to update the Court regarding the status of the parties’ settlement discussions.

Million Air’s Position

This case primarily involves Million Air’s claim that the County breached the Lease agreement between the parties when it unreasonably withheld consent to Million Air’s request under Section 5.5 of the Lease to construct a new hangar on Million Air’s leased premises at Westchester County Airport. The County has asserted three reasons for denying Million Air’s request to build the new hangar. The first reason primarily concerns a “T-Hangar” on Million Air’s leased premises that can be used to house certain light general aviation aircraft. In an effort to resolve this T-Hangar issue and obtain approval for the new hangar, the parties are in the process of negotiating a proposal in which Million Air would put the T-Hangar back into service. This proposal also would resolve some of the County’s counterclaims, which track the County’s T-Hangar related reasons for failing to approve the new hangar.

Million Air has told the County that it is likewise prepared to address and attempt to resolve in good faith the other two reasons asserted by the County in denying Million Air’s request to build the new hangar. The County has stated that it will not negotiate a resolution of the other two reasons until the parties agree on and complete a resolution of the T-Hangar issue. Million Air, however, is prepared to negotiate a resolution of the other two reasons asserted by the County now, while simultaneously finalizing and completing a resolution of the T-Hangar issue.¹

Given the circumstances, Million Air believes a settlement conference at this time with

¹ In addition, Million Air disputes the County’s assertions concerning the Federal Aviation Administration set forth below.

Hon. Vincent L. Briccetti
September 13, 2023
Page 2 of 2



the assigned Magistrate Judge would be helpful to the settlement process.

The County's Position

The parties have made progress toward a partial resolution of the County's counterclaims in this case. Million Air has agreed to restore light general aviation use in the T-Hangar following the Federal Aviation Administration's request that such use be restored or Million Air's lease be terminated. This is expected to resolve the County's first counterclaim, and is scheduled to be completed by mid-October. It is the County's position that the final implementation of this restoration is likely to materially impact any potential resolution of the remaining claims in this action.

The County is willing to consider a reasonable settlement proposal from Million Air that is consistent with applicable law and regulations, and is willing to meet with Million Air to discuss such a proposal following completion of the restoration. Similarly, the County has no objection to a settlement conference following completion of the restoration. The County notes that it disagrees with Million Air's characterization of the County's position with respect to Million Air's Section 5.5 request.

Respectfully submitted,

YANKWITT LLP
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